Zone No.	:	19.9
Govt. Rate/ Sq.mtrs.	:	----------/-
Govt.Valuation	:	----------/-
Consideration Cost	:	----------/-
Stamp Duty	:	----------/-
Registration Fee	:	----------/-

|| SHREE ||

AGREEMENT FOR SALE

AGREEMENT FOR SALE made & executed at Nashik on this -----th day of June 2019 at Nashik.

BETWEEN

Pooja Developers Partnership Firm
(PAN.AAQFP2358C)
through its partner
Mr.Darshan Kishor Rumale
Age : 33 Yrs., Occ.Business,
R/o.C-301, Archit Royale,
Opp.Cricket Ground, Mahatma Nagar,
Nashik

Hereinafter referred to as the **PROMOTER/OWNERS/VENDOR/SELLER & DEVELOPER** (which expression shall unless it be repugnant to the context or meaning thereof be deemd to mean and include its succesors-in-interest, executors, administrators & permitted assignees, including those of the respective partners etc.).

AND

Mr./Mrs./Smt.
Age : Yrs., Occ.
PAN.
R/o.

Hereinafter referred to as the **PURCHASER/ALOTTEE** (which expression shall unless it be repugnant to the context or meaning thereof be deemed mean and include his/her heirs, executors, administrators, succesors-in-interest, executors, administrators & permitted assignees etc.).

AND WHEREAS the owners are well and sufficiently entitled to all that piece and parcel of non agricultural property admesuring adm.1115.50 sq.mtr. of Plot No.3 and adm.1242.00 Sq.Mtr. of plot No.4 out of S.No.6/6/1/3,4 situated at Village Pathardi, Tal.& Dist.Nashik and within the local limits of Nashik Municiple Corporation and registration sub district and district at Nashik (more particularly described in schedule-I written hereunder and hereinafter for the sake of brevity is referred to as the said property)

The said property is purchased by the vendor/Seller from **Mrs.Shobha Anil Deshmukh** by way of registered sale deed which was registered at the office of sub registrar Nashik at sr. No.**9719/15 dtd.03.11.2015.** and as per sale deed the names of owners were muted on possessor coloumn of 7/12 extracts by mutation No.**23825**.Thus the vendor/developer became the absolute rights authorities and powers thereof to deal, construct and dispose off the same.

AND WHEREAS the title of the said property is clear, marketable and free from all encumbrances. The vendor has submitted to the purchaser all necessary documents of title regarding the said property along with approved building plan and after ascertainment of the purchaser regarding title of the vendor, purchaser has entered in to this Agreement and executed the same.

The layout of the land was approved by Assistant Director, Town Planning, Nashik Municipal Corporation, Nashik by letter No.Ja.Kra./Nagar Rachana Vibhag/ Antim/B-1/161 dtd.07.02.2005.

The land was converted into Non Agricultural use by order No.Mah/Kaksh-3/Bi.She.Pra.Kra.4/349/2001 dtd.23.08.2002. Thereafter the vendor/seller obtained Non Agricultural permission for commercial use by order No.Masha/Kaksh-3/7-2/ S.R./416/2018 dtd.26.09.2018.

The vendor/seller purchase TDR adm.902.04 Sq.mtr. out of DRC No.723 from Mr.Uttam Yashwant Datir & other through GPA Holder Dilip Datti Datir & others by way of registered sale deed No.6382/2016 dtd.24.10.2016. As per the rule the said area can be utilise as area adm.945.00 Sq.mtr. on subjected title plots. And prepared a building plan on subjected title plots which is approved by Executive Engineer, Town Planning, Nashik Municipal Corporation, Nashik by commencement certificate No.LND/BP/B-5/173/4244 dtd.31.08.2017. Thereafter vendor/seller purchase TDR adm.3351.58 Sq.mtr. out of DRC No.785 from Mr.Mohanlal Kantilal Bagmar by way of registered sale deed No.848/2018 dtd.01.02.2018. As per the rule the said area can be utilise as area adm.1850.00 Sq.mtr. on subjected title plots. And with using the said TDR adm.1850.00 Sq.Mtr. the vendor/ seller prepared a revised building plan which is approved by Executive Engineer, Town Planning, Nashik Municipal Corporation, Nashik by commencement certificate No.LND/BP/B-5/25/3261 dtd.04.06.2018.

AND WHEREAS the vendor/seller are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.

AND WHEREAS the Vendor/seller is in possession of the project land.

AND WHEREAS the Vendor/seller has decided to construct on the schedule-I property a commercial building having 137 Units (Two Basements For Parking + Ground Floor with Twenty Three Shop Units and Six Floors with nineteen units on each floor)

AND WHEREAS the purchaser is desire to purchase an Shop/Office unit bearing number ------ on the ------- floor, (herein after referred to as the said unit) in the building called **"SILICON BUSINESS CENTRE"** being constructed on schedule-I property by the vendor/seller.

AND WHEREAS the vendor/seller has entered into a standard Agreement with Architect M/s Gaikwad Associates.

AND WHEREAS the promoter has registered the project under the provisions of the Real Estate Act,2016 with the Real Estate Regulatory Authority at ---------- no ---------- authenticated copy is attached to this agreement.

AND WHEREAS the promoter has oppointed a structural Engineer Mr.Ramesh P. Rampariya for the preparation of the structural design and drawings of the buildings and the vendor/seller accepts the professional supervision of the Architech and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Sale Deed vendor/seller has sole and exclusive right to sell the units in the said building to be constructed by the vendor/seller on the schedule property and to enter into Agreement/s with the purchaser/s of the units to receive the sale consideration in respect thereof.

AND WHEREAS on demand from the purchaser, the vendor/seller has given inspection to the purchaser of all the documents of title relating to the schedule property and the plans, designs and specifications prepared by the vendor/seller's Architects M/s Gaikwad Associates and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder.

AND WHEREAS the copy of Certificate of Title issued by Advocate Mr.Anand Vasantrao khairnar of the vendor/seller, authenticated copies of 7/12 extract/ C.T.S. extract and other related Documents, of the schedul property on which the building / units are to be constructed have been shown to the purchaser and required documents area annexed to this agreement.

AND WHEREAS the authenticated copies of the Building plans as approved by the the Asst.Director of Town Planning Department of Nashik Municipal Corporation vide their building permit & Commencement Certificate bearing No.LND/BP/B-5/05/3261 dtd.04.06.2018 annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by"the vendor/seller and according to which the construction of the buildings and open spaces are proposed to be provided for the building have been annexed hereto.

AND WHEREAS the authenticated copies of the plans and specifications of the Building/Unit agreed to be purchased by the Purchaser, as sanctioned and approved by the Nashik Municipal Corporation have been annexed hereto.

AND WHEREAS the vendor/seller shall obtain the balance approvals from various required authorities from time to time,so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the schedul-I property and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the Nashik Municipal Corporation,Nashik.

AND WHEREAS the vendor/seller has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Purchaser has applied to the Promoter for purchase of an Shop/Office No. ..... on .....floor in the building being constructed.

AND WHEREAS the carpet area of the said Shop/Office Unit is _____ square meters.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

AND WHEREAS, prior to the execution of these presents the Purchaser has paid to the vendor/seller a sum of Rs..... (Rupees .....) only, being part payment of the sale consideration of the Shop/ Office Unit agreed to be sold by the vendor/seller to the purchaser as advance payment or Application Fee (the payment and receipt whereof the vendor/seller both hereby admit and acknowledge) and the Purchaser has agreed to pay to the vendor/seller the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the vendor/seller has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. ----------on --------.

AND WHEREAS, under section 13 of the Real Estate (Regulation & Redevelopment) Act, 2016 the Promoter is required to execute a written Agreement for sale of said Unit with the Purchaser/Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the vendor/seller hereby agrees to sell and the Purchaser hereby agrees to purchase the unit.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. The vendor/seller shall construct the said building/s consisting of 23 shops on ground floor and 19 shop/office/unit on each floor on the project land in accordance with the plans, designs and specifications as approved by the Nashik Municipal Corporation, Nashik.

Provided that the Promoter shall have to obtain prior consent in writing of the purchaser in respect of variations or modifications which may adversely affect the Shop/Office of the purchaser except any alteration or addition required by any Government authorities or due to change in law.

1.a The Purchaser hereby agrees to purchase from the vendor/seller and the vendor/seller hereby agrees to sell to the purchaser Shop/Office Unit No. ..... of carpet area admeasuring ..... Sq.Mtr. on ..... floor in the building **"SILICON BUSINESS CENTRE"** (hereinafter referred to as "the Building") as shown in the Floor plan thereof hereto annexed for the consideration of Rs..... including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

1.b The purchaser has paid on or before execution of this agreement a sum of Rs._____ (Rupees _____ only) as advance payment or application fee and hereby agrees to pay to that vendor/seller the balance amount of Rs .....(Rupees.....) in the following manner :-

Particulars	**Percentage**
On or before execution of Agreement	10%
Within 2 weeks after execution agreement	20%
On or before completion of Plinth	15%
On or before completion 1st Slab	5%
On or before completion 2nd Slab	5%
On or before completion 3rd Slab	5%
On or before completion 4th Slab	5%
On or before completion 5th Slab	4%
On or before completion 6th Slab	4%
On or before completion 7th Slab	4%
On or before completion of brick work	5%
On or before completion plaster work	5%
On or before completion of tiling work	4%
On completion of Doors, windows, sanitary Fitting, Electrical and painting work	4%
On receipt of Occupancy / completion certificate & handover of possession	5%

1.c The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, GST, and Cess or any other similar“taxes which may be levied, in connection with the construction of and carrying out the Project payable by the vendor/seller) up to the date of handing over the possession of the [Shop/Office/Unit].

1.d The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the compe tent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The vendor/seller undertakes and agrees that while raising a demand on the purchaser for increase in development charges, cost, or levies im posed by the competent authorities etc., the vendor/seller will enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the purchaser, which shall only be applicable on subsequent payments.

1.e The vendor/seller will confirm the final carpet area that has been allotted to the purchaser after the construction of the Building is complete and the occupancy or completion certificate is granted by the Nashik Municipal Corporation, Nashik, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the vendor/seller. If there is any reduction in the carpet area within the defined limit then ven dor/seller will refund the excess money paid by purchaser within forty-five days with annual interest at the rate specified in the Real Estate Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser,the vendor/seller shall demand additional amount from the purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

2. The vendor/seller hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the NMC at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the purchaser, obtain from the NMC occupancy and/or completion certificates in respect of the Unit/Building.

2.1 Time is essence for the vendor/seller as well as the purchaser. The vendor/seller shall abide by the time schedule for completing the project and handing over the Unit/building to the purchaser and the common areas to the association of the purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the purchaser shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction

by the vendor/seller as provided in clause 1 (c) herein above. (“Payment Plan”).

3. The vendor/seller hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The vendor/seller has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and purchaser has agreed to purchase the said Shop/Office/Unit based on the proposed construction and sale of units to be carried out by the vendor/seller by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to vendor/seller only.

4. If the vendor/seller fails to abide by the time schedule for completing the project and handing over the Unit to the purchaser, the vendor/seller agrees to pay to the purchaser, who does not intend to withdraw from the project, interest as specified in the RERA Rule, on all the amounts paid by the purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the vendor/seller, interest as specified in the The Maharashtra Real Estate Rules, on all the delayed payment which become due and payable by the purchaser to the vendor/seller under the terms of this Agreement from the date the said amount is payable by the purchaser(s) to the vendor/seller.

4.1 Without prejudice to the right of vendor/seller to charge interest in terms of sub clause 4 above, on the purchaser committing default in payment on due date of any amount due and payable by the purchaser to the vendor/seller under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee/purchaser committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

But vendor/seller have to give notice of fifteen days in writing to the purchaser, by Registered Post AD at the address provided by the purchaser and mail at the e-mail address provided by the purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the purchaser fails to rectify the breach or breaches mentioned by the vendor/seller within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

And upon termination of this Agreement as aforesaid, the vendor/seller shall refund to the purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to vendor/seller) within

a period of thirty days of the termination, the instalments of sale consideration of the unit which may till then have been paid by the purchaser to the vendor/seller. And vendor/seller have right to forfeit the booking amount received from purchaser.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the vendor/seller in the said building and the Apartment as are annexed hereto.

It is further provided that if any additional amenities or modifications are demanded by the purchaser or the specifications are changes at the direction of the purchaser, then the purchaser in both the events has to pay additional amounts for the changes and also the purchaser does hereby agree to pay the said amount due as and when demanded by the vendor. The cost of such modifications, additional amenities shall be determined by the project architect and his decision shall be final. The payment of the amounts is condition precedent.

6. POSSESSION :- The vendor/seller will give possession of the unit to the purchaser on or before 31.12.2022. If the vendor/seller fails or neglects to give possession of the Unit to the purchaser on account of reasons beyond his control by the aforesaid date then the vendor/seller willl be liable on demand to refund to the purchaser the amounts already received by him in respect of the Unit with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the vendor/seller received the sum till the date the amounts and interest thereon is repaid. Provided that the vendor/seller shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of building in which the Unit is to be situated is delayed on account of -

i) Non-availability of steel, cement, other building material, water or elec tric supply sand & stone metal ;
ii) War, civil commotion or act of God beyond control of the vendor / promoter.
iii) Any Notice, order, rule, notification of the Government and / or other public of competent authority.
iv) Non-availability of labour and also contingency of labour strike or accident at site.
v) Payment of the consideration and all other amounts by the purchaser/s.

7 Procedure for taking possession - The vendor/seller, upon obtaining the occupancy certificate from the NMC and the payment made by the purchaser as per the agreement shall offer in writing the possession of the Unit to the purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the vendor/seller shall give possession of the Unit to the purchaser. The vendor/seller agrees and undertakes to indemnify the purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the vendor/seller. The purchaser agree(s) to pay the maintenance charges as determined by the vendor/seller or association of purchasers, as the case may

be. The vendor/seller on its behalf shall offer the possession to the purchaser in writing within 15 days of receiving the occupancy certificate of the Project.

7.1 The Purchaser shall take possession of the unit within 15 days of the written notice from the vendor/seller to the purchaser intimating that the said unit are ready for use and occupancy:

7.2 Failure of purchaser to take Possession of Unit Upon receiving a written intimation from the vendor/seller as per clause 7 the purchaser shall take possession of the Unit from the vendor/seller by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the vendor/seller shall give possession of the Unit to the purchaser. In case the purchaser fails to take possession within the time provided in clause 7 such purchaser shall continue to be liable to pay maintenance charges as applicable.

7.3 The building is situated at Nashik, the city which has extreme seasonal temprature variations due to it may hapens cracks on the interior as well as exterior of the building excluding it.

If within a period of five years from the date of handing over the Unit/ building to the purchaser, the purchaser brings to the notice of the vendor/seller any structural defect in the Unit or the building in which the Unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the vendor/seller at his own cost and in case it is not possible to rectify such defects, then the purchaser shall be entitled to receive from the vendor/seller, compensation for such defect in the manner as provided under the Rera Act.

8. The purchaser shall use the Unit or any part thereof or permit the same to be used only for purpose of office/show-room/shop/godown for carrying on any business.He/she shall use the garage or parking space only for purpose of keeping or parking vehicle.

The parking spaces of the building is for the common use of all members of building and their customers as well as for the visitors of units/building.

9. The purchaser along with other purchaser(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Com- . . . . . **"SILICON BUSINESS CENTRE"** and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company or Apartment and for becoming a member, including the byelaws of the proposed Society or Apartment and duly fill in, sign and return to the vendor/seller within 15 days of the same being forwarded by the vendor/seller to the purchaser, so as to enable the vendor/seller to register the common organisation of purchasers. No objection shall be taken by the purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be

required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The vendor/seller shall, within three months of registration of the Society or Association or Limited Company or Apartment, as aforesaid, cause to be transferred to the society or Limited Company or Apartment all the right, title and the interest of the Vendor/seller and/or the owners in the said structure of the Building in which the said Unit is situated.

9.2 The vendor/seller shall within three months of registration of the Federation/ apex body of the Societies or Limited Company or Apartment, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/seller and/or the owners in the land on which the building is constructed.

9.3 Within 15 days after notice in writing is given by the vendor/seller to the purchaser that the Unit is ready for use and occupancy, the purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Unit) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building. Until the Society or Limited Company/Apartment is formed and the said structure of the building is transferred to it, the purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined.

10. The purchaser shall on or before delivery of possession of the said premises make payment to the Promoter, the following amounts :-

(i) Rs……. for deposit towards provisional monthly contribution and or maintainance deposite.
(ii) Rs.----------/- for Gst and any other Tax as may be levied on the transaction under this agreement by state Govt. or Central Govt. or local authorities. The purchaser undertakes to pay such demands, even the same are made by the concerned authorities even after the final convey ance for the said Unit/Apartment is executed by the vendor.
(iii) Rs……. For Water, Electric, Legal Fee, Apartment Formation Charges, other utility and services charge.

11. The purchaser shall pay to the vendor/seller amount required for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the vendor/seller in connection with formation of the said Society, or Limited Company,or Apartment or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance of the structure of the building, the purchaser shall pay to the vendor/seller, the purchaser's share of stamp duty and registration charges payable, by the said Society or Limited Company or Apartment on such conveyance or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance of the schedule land, the purchaser shall pay to the vendor/seller, the purchaser's share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/SELLER.
The vendor/seller hereby represents and warrants to the Allottee as follows:

i. The vendor/seller has clear and marketable title with respect to the project land; as declared in the title report and has the requisite rights to carry out development upon the schedul-I property land and also has actual, physical and legal possession of the land for the implementation of the Project;
ii. The vendor/seller has lawful rights and requisite approvals from the compe tent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.
iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report.
iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report.
v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Fur ther, all approvals,licenses and permits to be issued by the compe tent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all appli cable laws in relation to the Project, project land, Building and common areas;
vi. The vendor/seller has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the purchaser created herein, may prejudicially be affected;
vii. The vendor/seller has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Shop/Office Unit which will, in any manner, affect the rights of purchaser under this Agreement;
viii. The vendor/seller confirms that the vendor/seller is not restricted in any manner whatsoever from selling the said Unit to the purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of purchasers the vendor/seller shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the purchaser;

x. The vendor/seller has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the vendor/seller in respect of the project land and/or the Project except those disclosed in the title report.

14. The purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the unit may come, hereby covenants with the vendor/seller as follows :-

i. To maintain the uni at the purchaser's own cost in good and tenantable repair and condition from the date that of possession of the unit is taken and shall not do or suffer to be done anything in or to the building in which the unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the unit is situated and the Apartment Unit itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the unit any goods which are of hazardous, combus tible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the unit is situated, including entrances of the building in which the unit is situated and in case any damage is caused to the building in which the unit is situated or the unit on account of negligence or default of the purchaser in this behalf, the purchaser shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said unit and maintain the unit in the same condition, state and order in which it was delivered by the vendor/seller to the purchaser and shall not do or suffer to be done anything in or to the building in which the unit is situated or the unit which may be contrary to the rules and regulations and bye-l aws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the unit or any part thereof, nor any alter ation in the elevation and outside colour scheme of the building in which the unit is situated and shall keep the portion, sewers, drains and pipes in the unit “and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the unit without the prior written permission of the vendor/seller and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the unit is situated or any part thereof or whereby any increased pre mium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said unit in the compound or any portion of the project land and the building in which the unit is situated.

vii. Pay to the vendor/seller within fifteen days of demand by the vendor/seller, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the unit is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local author ity and/or Government and/or other public authority, on account of change of user of the unit by the Allottee for any purposes other than for purpose for which it is sold.

ix. The purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee to the vendor/seller under this Agreement are fully paid up.

x. The purchaser shall observe and perform all the rules and regulations which the Apartment Association / Society or the Limited Company or unit or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the unit therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Govern ment and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Com pany/Apartment/Apex Body/Federation regarding the occupancy and use of the unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which unit is situated is executed in favour of Society/Limited Society/Apartment, the purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which unit is situated is executed in favour of Apex Body or Federation, the purchaser shall"permit the vendor/seller and their surveyors and agents, with or with out workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. Total terrace area of the building is reserved for the exclusive beneficial use, occupation and enjoyment of the vendor / Developer. He shall be entitled to use the same for any beneficial purpose, such as, to erect hoardings of advertisement, display neon boards and/or permit the erection of any cable/ TV dish Antenna, Mobile tower or to give the entire said terrace area on rent or to sale out to any company for setting-up their machinery of any Communication Centre or to let out the same for any social functions and/or for causing construction of any additional FSI so-sanctioned by the Nashik Municipal Corporation against free staircase FSI and /or to implement the T.D.R. Scheme. The Vendor/Developer shall be entitled to dispose-off such constructed premises upon the terrace on the open spaces in favour of any individual, firm or institution or company and upon such terms, conditions and consideration, as deem fit by him.

16. The purchaser have to use the space given to him by the Vendor / Developer for the purpose of board, banner and name for advertisement of the purchaser's business purpose. The purchaser will not put up or stick up any poster, name board, banner in any other place of the building.

17. The vendor/seller shall maintain a separate account in respect of sums received by the vendor/seller from the purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or Apartment or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

18. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said unit or of the said Plot and Building or any part thereof. The purchaser shall have no claim save and except in respect of the unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company/Apartment or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

19. VENDOR/SELLER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the vendor/seller executes this Agreement they shall not mortgage or create a charge on the Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the purchaser who has taken or agreed to take such Apartment.The vendor / seller if required then may be obtained project loan on the building.

20. BINDING EFFECT

Forwarding this Agreement to the purchaser by the vendor/seller does not create a binding obligation on the part of the vendor/seller or the purchaser until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the purchaser and secondly, appears for registration of the same before the concerned SubRegistrar as and when intimated by the vendor/seller. If the purchaser(s) fails to execute and deliver to the vendor/seller this Agreement within 30 (thirty) days from the date of its receipt by the purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the vendor/seller, then the vendor/seller shall serve a notice to the purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the purchaser, application of the purchaser shall be treated as cancelled and all sums deposited by the purchaser in connection therewith including the booking amount shall be returned to the purchaser without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes“any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit/plot/building, as the case may be.

22. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS.

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent purchaser of the unit, in case of a transfer, as the said obligations go along with the unit for all intents and purposes.

24. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the purchaser has to make any payment, in common with other purchaser(s) in Project, the same shall be in proportion to the carpet area of the unit to the total carpet area of all the units in the Project.

26. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

27. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the vendor/seller through its authorized signatory at the vendor/seller's Office, or at some other place, which may be mutually agreed between the vendor/seller and the purchaser, in after the Agreement is duly executed by the purchaser and the vendor/seller or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.

28. This Agreement shall always be subject to the provisions contained in THE MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970 and the rules there under and/or any modifications and/or any re-enactment thereof and/or the rules or any other provisions of law applicable thereto and hereto.

29. The purchaser and/or vendor/seller shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the vendor/seller will attend such"office and admit execution thereof.

30. That all notices to be served on the purchaser and the vendor/seller as contemplated by this Agreement shall be deemed to have been duly served if sent to the purchaser or the vendor/seller by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses given by them.

It shall be the duty of the purchaser and the vendor/seller to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the purchaser, as the case may be.

31. JOINT PURCHASERS

That in case there are Joint purchasers all communications shall be sent by the vendor/seller to the purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the purchasers.

32. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the purchaser.

33. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

34. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Nashik courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Nashik in the presence of attesting witness, signing as such on the day first above written.

SCHEDULE -I

(OF THE SAID PLOT PROPERTY HEREINABOVE REFERRED TO)

All that piece and parcel of Non-Agricultural plot property bearing Plot No.3 area adm.1115.50 sq.mtrs. (C.T.S.No.8234/5) out of S.No.6/6/1/3 & Plot No.4 area adm.1242.00 sq.mtrs. (C.T.S.No.8234/8) out of S.No.6/6/1/4 situated at Pathardi, within the limits of Nashik Municipal Corporation, within the registration and sub-registration district Nashik, Tal. & Dist. Nashik, and within the Nashik Urban Agglomeration, Nashik, which are bounded as follows:

EAST : Plot No.5 to 8.

WEST : 30 Meter DP Road.

SOUTH : 9 Meter Colony Road.
NORTH : Plot No.2.

Al the said properties together with soil, sub soil, casement, hereditaments, tenements, etc.

SCHEDULE -II
(OF THE SAID PREMISES AGREED TO PURCHASE BY PURCHASER HEREINABOVE REFERED TO)

On the aforesaid property a building named as "**SILICON BUSINESS CENTRE**" is under construction with utilization of T.D.R. from and out of the said building , the premises of commercial Shop/Office **bearing No.------- (------) on ------ Floor** as shown on the building plan having carpate area ---------- sq.mtr. together with right to use landings. The said premises is bounded as shown below.

EAST :
WEST :
NORTH :
SOUTH :

Together with the Common right to easement of common passage, Common Parking, staircase, Toilet units, etc. and open space to enter into the said Shop/ Office premises.

SCHEDULE -III
OF THE SPECIFICATION AND AMENITIES PROVIDED INT HE SAID UNIT / BUILDING HEREINABOVE REFERED TO

1. Building will be R.C.C. framed structure with Frame analysis for “Earth quake resistant Structure” done while designing the building.
2. All external walls will be 6" thick in Brick / block masonry. Internal walls shall be 4" thick brick / block masonry.
3. External plaster sand faced “Double coat” in cement with acrelic paint and internal plaster in neeru finish with lime wash paint.
4. Flooring shall be 24"x 24" vitrified tiles with skirting.
5. Ceramic flooring with Glazed tiles 8" X 8" of size up to 3’ will be provided for bathroom and toilet.
7. Concealed plumbing in Toilet.
8. Standard/Concealed wiring in the premises with branded switches.
9. 2 Passenger Lifts and 1 Lift of stretcher facility Lift with battary/generator back-up will be provided as a common facility.

If any extra amenities required by the purchaser the same will be provided by vendor after getting extra charges for that.

SCHEDULE IV COMMON EXPENSES TO BE PAID BY THE OCCUPANTS IN THE BUILDING.

1. The expencses of maintaining, repairing, redecoration, etc. of the main structure and in particular the roof, gutters and rain water pipes of the building,

water pipes, gas pipes, if any and electric wires in under and upon the building and enjoyed or used by the purchaser in common with other occupiers of other Units and main entrance, passages, landings and staircases, roofs of the building as enjoyed by the purchaser or used by him in common as afore said.

2. The cost of clearing and lighting the passages, landings, staircase and other parts of the building or enjoyed or used by the purchaser in common as aforsaid.

3. The costs of the decorating the exterior of the building.

4. The costs of salaries of clerks, bill collectors, chowkidars, sweepers, etc. appointed by vendor / promoter, Apartment Association or Co Op Soceity to manage and look after the building.

5. The cost of maintenance of other lights and services charges.

6. Lift maintenance as per contract & govt norms.

7. Fir fightning systems as per govt norms.

8. Colouring & repairing after every frive years.

IN WITNESS WHERE OF, the parties hereto and on the duplicate hereof, set and subscribed their respective hands, seals on the day and month and the year first hereinabove mentioned.

SIGNED, SEALES AND DELIVERED BY
THE WITHINNAMED **VENDOR**
Pooja Developers Partnership Firm
through its partner
Mr.Darshan Kishor Rumale

_____
VENDOR

SIGNED, SEALED AND DELIVERED BY
THE WITHINNAMED **PURCHASER**
Mr.----------

_____
PURCHASER

::IN PRESENCE OF WITNSSES ::

1]_____ 2] _____